

# INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Between

USDI, National Park Service, Midwest Region, Agreement No. H6064-07-0004  
USDI, Bureau of Indian Affairs, Southern Plains Region, Agreement No. BIA-AGB00070021  
USDI, Bureau of Reclamation, Great Plains Region, Agreement No. 07-AG-60-2205  
USDI, Fish and Wildlife Service, Mountain Prairie Region  
USDA, Forest Service, Rocky Mountain Region, Agreement No. 07-FI-11020000-035

And

The State of Kansas  
Kansas State University, Kansas Forest Service, #14039  
Kansas Department of Wildlife and Parks  
Kansas Division of Emergency Management

IN ACCORDANCE WITH  
Acts of Congress

June 30, 1932, (31 U. S. C. 1535), Economy Act  
April 24, 1950, (16 U. S. C. Section 572), Granger-Thye Act  
May 27, 1955, (42 U. S. C. 1856a) Reciprocal Fire Protection Act  
August 18, 1970, (U. S. C. 1b-1), National Park System General Authorities Act  
May 22, 1974, (42 U. S. C. 5121 as amended) Disaster Relief/Emergency Assistance Act  
December 12, 1975, (16 U. S. C. 565 a-1), Cooperative Funds and Deposits Act  
October 21, 1976, (43 U. S. C. 1701), Federal Land Policy and Management Act  
Federal Water Project Recreation Act (P.L. 89-72), July 9, 1965  
Reclamation Act of 1902, June 17, 1902  
Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498)  
Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 USC 5121 *et seq*)  
P.L. 105-277, Section 323 as amended by P.L. 109-54, Section 434  
National Interagency Agreement for Fire Management, 02-1A-1 1132543, Am. No. 1

Kansas Revised Statutes

KSA 48-904 Emergency Management Act  
KSA 76-425 Kansas Forest Service  
State of Kansas Emergency Operations Plan, Annex K  
KSA 32-807 Department of Wildlife and Parks

## CONTENTS

AUTHORITY	1
PURPOSE	4
RECITALS	4
INTERAGENCY COOPERATION AND COORDINATION	
1. State Authorities, Roles and Responsibilities	5
2. Joint Projects and Local Agreements	6
3. Incident Command System	6
4. Interagency Dispatch Centers	7
5. Multi-Agency Coordinating (MAC) Groups	7
6. Annual Operating Plan	7
7. Notification of Federal Excess Property	7
8. Fire Prevention Policies	7
9. Prescribed Fire and Fuels Management	8
10. Training	8
11. Communication Systems	8
12. Licensing	9
13. Remote Automatic Weather Stations (RAWS)	9
14. Aviation Operations	9
PROTECTION RESPONSIBILITIES	
15. Protection Areas and Boundaries	9
16. Methods of Fire Protection and Suppression	10
FIRE SUPPRESSION	
17. Closest Forces Concept	10
18. Shared Resources	11
19. Fire Notifications	11
20. Boundary Fires	11
21. Independent Action on Lands Protected by Another Agency	11
22. Appropriate Management Response	11
23. Wildland Fire Situation Analysis (WFSA)	12
24. Determination of Cause and Preservation of Evidence	12
25. Fire Reports	12
26. After Action Review (AAR)	12

## USE OF AND REIMBURSEMENT FOR SHARED RESOURCES

27. Appropriated Fund Limitation	12
28. Reimbursable Assistance	12
29. Duration of Assignments	13
30. Cost Sharing	13
31. Procurement	14
32. Loaned Equipment	14
33. Billing Procedures	14
34. Examination and Audit	17

## GENERAL PROVISIONS

35. Mutual Sharing of Information	17
36. Accident / Incident Investigations	17
37. Non-Wildland Fire and Medical Aid Responses	17
38. Existing Agreements	18
39. Employment Policy	18
40. Suppression and Damage Collection	18
41. Waiver of Claims	18
42. Third Party Claims	18
43. Amendments Procedure	18
44. Civil Rights	18
45. Duration of Agreement	19
46. County and Local Fire Service Entities	19
47. Previous Agreements	19
48. Authorized Representatives	19

SIGNATURES	20
------------	----

EXHIBIT A - Glossary of Terms	21
-------------------------------	----

EXHIBIT B - Annual Operating Plan Outline Guide	25
---	----

EXHIBIT C - Sample Cost Share Agreement	29
---	----

EXHIBIT D - Documents Needed for Money Transfers	34
--	----



## **PURPOSE**

The purpose of this Interagency Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

The State of Kansas, through Kansas State University on behalf of the Kansas Forest Service, the Kansas Department of Wildlife and Parks, and the Kansas Division of Emergency Management, hereinafter called the State; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called the Park Service; and

The United States Department of Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

The United States Department of Interior, Bureau of Indian Affairs, Southern Plains Region, hereinafter called the BIA; and

The United States Department of Interior, Bureau of Reclamation, Great Plains Region, hereinafter called Reclamation; and

The Forest Service, Park Service, Fish and Wildlife Service, Bureau of Reclamation, and BIA may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as Exhibit A.

## **RECITALS**

Whereas: When local jurisdictions request, Kansas Division of Emergency Management will act as the coordinator for Kansas County and/or local fire service entities, except for Tribal fire services, for the purposes of coordinated fire management services within and beyond the boundaries of the State per agreement between the State and the Counties in the Annual Operating Plan;

Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Kansas, and wildland fires on these intermingled or



adjacent lands may present a threat to the lands of the other;

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State lands and provides technical fire assistance and coordination for County and privately owned lands;

Whereas: The Counties and local fire service entities have fire protection responsibilities and provide fire suppression services on State and privately owned lands; upon request of the local County, the State provides assistance to Counties in emergency situations that are beyond the County's capabilities;

Whereas: It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for the prevention, readiness, detection, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: It is the intent of the parties hereto that State resources may be available to assist in the suppression of wildland fires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States;

Whereas: It is the intent of the parties hereto that Federal resources may be available to assist in the suppression of wildland fires on all State, County, tribal, and private lands;

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

## **INTERAGENCY COOPERATION AND COORDINATION**

### **1. State Authorities, Roles and Responsibilities:**

- a. **Fire Departments/Districts:** Fire departments/districts have local initial attack suppression responsibilities on State and private land. When an incident exceeds local capabilities, requests for additional resources may be placed with the Kansas Division of Emergency Management.
- b. **Kansas Forest Service:** Under the general supervision of the Kansas Board of Regents and direct administration of Kansas State University, the Kansas State Forester shall supervise all service programs related to forestry and forestation, including but not limited to tree distribution and planting, wildland fire control, development, protection and use of forest resources and other programs promoting forest management and forestation. The State Forester shall provide assistance for the prevention and suppression of forest, brush or grassland fires in non-federal areas of the State. In addition, the Kansas Forest Service will, upon request from local Counties or fire districts, assist in filling requests for additional fire suppression



resources.

- c. **Kansas Division of Emergency Management:** The Division of Emergency Management provides overall coordination of State and local activities related to emergency management to prevent, minimize, assess, and respond to damage resulting from disasters. Upon approval of a request from the Kansas Forest Service, Emergency Management will initiate the Kansas Response Plan and request a State emergency declaration if necessary.
- d. **Kansas Department of Wildlife and Parks:** The Department is charged with providing fire protection on lands under the jurisdiction of the Secretary of the Department. The Department has access to tractors and disks, tractors with rear blades attached, a limited number of road graders, a very limited number of bulldozers, and firefighting equipment.
- e. Each of the Agencies which are signatory to this Cooperative Fire Agreement shall appoint one representative to a Steering committee that will be called the Kansas Interagency Wildfire Council (KIWC). Additional members from agencies, associations, etc. may be appointed by the KIWC for training, fire prevention and protection needs of the 105 Counties in Kansas.

**2. Joint Projects and Local Agreements:** The State, Counties, or any of the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire management capability of the agencies or Counties. These projects may be in such activities as suppression, preparedness, land rehabilitation, fuel management, prescribed fire, training, rural fire assistance, prevention, public affairs, wildland/urban interface fire coordination and other beneficial efforts. Such projects may be documented in the Annual Operating Plan, local agreements, or other appropriate written documents. Documentation will include the authority, objectives, role of each agency, and each Agency's or County's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed, as delegated to unit administrators of Agencies party to this agreement.

**3. Incident Command System:** The Agencies will operate under the concepts of the National Incident Management System (NIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents under the terms of this agreement. Qualifications for local resources utilized on their own jurisdictions for fire suppression will meet that jurisdiction's standards. In order for Counties/rural fire departments to be available to assist in the management of wildfires on all Federal lands within Kansas, and on other lands on which the Federal Agencies/State of Kansas provide fire management support, including other States, strong emphasis is placed upon the goal of meeting the NIMS Wildland and Prescribed Fire Qualification System (National Wildfire Coordinating Group



(NWCG) 310-1 qualifications). This goal is also applicable to local initial attack operations and mutual aid.

**4. Interagency Dispatch/Service Centers:** The Agencies agree to maintain, support, encourage, and participate in Interagency Dispatch Centers. The Centers are to be under the direction of the local coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency in wildland fire management programs. Agencies agree to use the Rocky Mountain Area Coordination Center through the Pueblo Interagency Dispatch Center as the center for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies. Staffing, funding, and level of participation will be agreed to and documented in the Annual Operating Plan (AOP). The appropriate geographic area mobilization guide will be the primary document to identify approved policy, procedures, and organizations.

**5. Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate in geographic, State, or local area.

**6. Annual Operating Plan:** An Annual Statewide Operating Plan will be developed by the signatory agencies to this agreement through the Kansas Interagency Wildfire Council, and agency administrators with delegated authority will be the approving officials. Subjects identified in the Annual Operating Plan Outline Guide, attached as Exhibit B will be addressed, if applicable, and displayed in that format.

Local operating plans, submitted from the local level, will outline the details of implementing this Cooperative Fire Management Agreement for local geographical areas. Unit Administrators will normally have the responsibility for developing and approving Local Operating Plans through their Local Emergency Planning Committee and will submit them to their respective County Emergency Management Agency and the Kansas Division of Emergency Management per K.S.A. 48-929 and K.S.A. 12-16, 117. A portion of the agreed requirements under this section will be met with the annual development and approval of appropriate geographic area mobilization guides. The AOP will be maintained as an annex to the Kansas Response Plan.

**7. Notification of Federal Excess Property:** Every effort will be made to notify the cooperating agencies and tribes of fire related property and equipment that is to become excess to the needs of any Federal Agency, for use in the State Cooperative Fire Program.

**8. Fire Prevention Policies:** Unit Administrators will ensure that fire prevention goals, objectives, and activities are planned at local and Statewide levels and are addressed in the Annual Operating Plan. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities. Fire restrictions and closures will be issued and lifted by the Governors Office or local authority or federal agencies having jurisdiction on a coordinated, interagency



basis whenever practical as described in the Annual Operating Plan and appropriate geographic area mobilization guide.

**9. Prescribed Fire and Fuels Management:** The Agencies and Counties may agree to cooperate in the development and implementation of prescribed burning programs and projects.

Local cooperative efforts may include activities such as Wildland Fire Use for Resource Benefits, fuels management, and prescribed fire. Such projects will be documented in the Annual Operating Plan, local agreements, burn plans, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each agency's share of costs. Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of agencies party to this agreement.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burning plan. Qualifications of personnel involved in interagency prescribed burning projects will comply with NWCG standards. This Agreement authorizes the exchange of funds and resources for prescribed fire projects in accordance with the items referenced in Exhibit D.

Wildland fires resulting from escaped prescribed fire ignited by a party to this Agreement on lands it manages, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement, consistent with the terms and conditions contained herein, for all suppression costs of Assisting Agencies and Counties. In all cases, however, the payment of such claims by an Agency of the State of Kansas shall be limited to that amount as ultimately determined by a court of competent jurisdiction under applicable state or federal law. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires under the terms and conditions of federal and State law.

**10. Training:** The Agencies will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach. If an agency hosts an NWCG training course for multi-agency participation, course content and instructor competency must meet NWCG standards. Fire training opportunities will be coordinated through the AOP.

In order to accomplish these objectives, in part, the Agencies will support and participate in direction given by KIWC.

**11. Communication Systems:** The Agencies and Counties may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites where there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency or



County and will be documented in the Annual Operating Plan, or other agency-specific documentation.

**12. Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet their respective Agency, State, and Federal regulations. Individuals meeting their respective Agencies or Counties regulations are entitled to drive or operate other agencies or counties vehicles or equipment. Drivers and operators will not be exempt from Department of Transportation requirements, including commercial driver's licensing.

**13. Remote Automatic Weather Stations:** The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software, as authorized. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

#### **14. Aviation Operations**

- A. General: The Agencies agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operation Plans.
- B. Interagency Aviation Operations: Interagency funding, staffing, and utilization of operations will be pursued when an Interagency approach is appropriate and cost effective. Inventories of and/or procedures for aviation operations will be provided in the appropriate geographic area mobilization guide.
- C. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the Forest Service or the USDI Aviation Management Directorate for Federal Agency missions or transport of Federal employees.
- D. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and approved, either by the Forest Service or by the USDI Aviation Management Directorate or DOT Federal Aviation Administration, as required. This inspection process may be done jointly by the Federal agencies, or by one Federal agency acting in the lead role. Upon request, State of Kansas staff may participate in the inspection and approval of vendors located within the State of Kansas.

### **PROTECTION RESPONSIBILITIES**

**15. Protection Areas and Boundaries:** Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the Annual Operating Plan.



## 16. **Methods of Fire Protection and Suppression:**

- A. **Reciprocal (or Mutual Aid) Fire Protection.** As deemed appropriate, the Agencies and Counties may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones, an Assisting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Assisting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Assisting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period, not to exceed 24 hours, will be documented in the Annual Operating Plan.

- B. **Reimbursable (or Cooperative) Fire Protection.** The Protecting Agency may request fire suppression resources of others for its protection work. Except as described under Reciprocal Fire Protection (Mutual Aid) in A. above, such resources are to be paid for by the Protecting Agency.
- C. **Exchange (or Offset) Fire Protection.** Agencies and Counties may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones will be documented in the Annual Operating Plan.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. (In this situation, the Jurisdictional Agency is considered an Assisting Agency.)

The provisions described in the Boundary Fires section apply to fires that occur on or near the Boundary of exchange zones.

- D. **Fee Basis (or Contract) Fire Protection.** For an agreed upon fee, one Agency or County may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Annual Operating Plan.

## **FIRE SUPPRESSION**

**17. Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.



**18. Shared Resources:** Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Annual Operating Plan or at the time of the incident.

**19. Fire Notifications:** Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibility.

**20. Boundary Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression resources. When a fire burns on both sides of a protection boundary, beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee for all actions as outlined in Exhibit C, Sample Cost Share Agreement.

**21. Independent Action on Lands Protected by Another Agency:** Any participating Agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action which is contrary to the limitations found in the Annual Operating Plan. The Protecting Agency will assume command of all fire suppression action when a qualified incident commander of that agency arrives at the fire.

**22. Appropriate Management Response:** All fire suppression action conducted on lands of another Agency will be consistent with that Agency's fire suppression policy and the terms of this Agreement.

The Special Management Considerations section of the Annual Operating Plan will establish procedures and criteria for unit administrators of the agencies to communicate land management considerations to Incident Commanders.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and threatened and endangered species habitat) will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in the Annual Operating Plan. In areas of intermingled jurisdiction, such considerations will include protection priorities of adjacent Agencies.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.



**23. Wildland Fire Situation Analysis (WFSA):** The Federal Agencies' policies require that a Wildland Fire Situation Analysis be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating Plans will contain procedures for development and unit administrator approval of the Wildland Fire Situation Analysis. Responsibility for strategic and tactical implementation shall rest with the Incident Commander.

**24. Determination of Cause and Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Assisting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildland fires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

**25. Fire Reports:** In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within the timeframe specified by Kansas state law and/or federal agency guidelines.

**26. After Action Review (AAR):** To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies and local fire service entities may conduct an AAR. Such critiques or reviews will be conducted jointly by the local fire service entities, State and/or the affected Federal Agency(s). These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.

## **USE OF AND REIMBURSEMENT FOR SHARED RESOURCES**

**27. Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Federal Agencies or the State, County, or local fire service entities to expend funds, or as involving the United States or the State of Kansas in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

**28. Reimbursable Assistance:** Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems. Such resources must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Assisting Agencies or documented by the Incident Commander in the fire report; if such documentation is not completed, these resources are not reimbursable. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not



limited to:

- a. Costs incurred for suppression and move-up and cover resources.
- b. Transportation, salary, benefits, and per diem of individuals assigned to the incident.
- c. Additional support dispatching services requested through a resource order.
- d. Cost of equipment in support of the incident; contract equipment costs and operating cost for Agency equipment.
- e. Aircraft, airport fees, foam, and retardant costs.
- f. Cost of reasonable and prudent supplies expended in support of the incident.
- g. Charges from the State for State controlled resources such as County and local resources.

The resources of the State, Counties, and local fire service entities of Kansas are defined as cooperators, not contractors for the purposes of fire management activities. Rates established annually in the Cooperative Resource Rates Form are accepted by all agencies and Counties and will be used for reimbursement calculations for both in-state and out-of state incidents. Emergency Equipment Rental Agreements will be used to hire equipment that was not signed up prior to the incident, and reimbursement rates for the equipment will follow Interagency Incident Business Management Handbook guidance and geographic supplements.

**29. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Federal resources are expected to be released after 14 operational days. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.

**30. Cost Sharing:** A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. See EXHIBIT C for a sample cost share agreement. Guidance for cost share determination can be found in the Interagency Incident Business Management Handbook. A general approach to cost sharing on local incidents will be outlined in the Annual Operating Plan but can be superseded by an incident specific cost share agreement.

The Agencies agree that they will absorb all reasonable and necessary costs incurred to meet the protection responsibilities within their own Direct Protection Area. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk



may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

**31. Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the Protecting Agency.

**32. Loaned Equipment:** Equipment loaned, without operator by one Agency or County to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear expected. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

**33. Billing Procedures** (Refer to Exhibit D for the Required Documents for Money Transfer)

**A. Fire Suppression Billings**

1. Federal Billings: Federal Agencies will not bill each other for fire suppression support. Federal Agencies may submit bills to the State whenever Kansas (State, County, or local) is the Protecting Agency.
2. State and Local Billings: When the State or local fire service entities are the assisting agency and the fire is within the state of Kansas, the State or local fire service entity may bill the protecting host unit. Any time State and/or local resources respond to a fire outside of Kansas, the State will coordinate and bill all applicable costs to the Forest Service, Rocky Mountain Region.
3. Billing amounts do not apply to Reciprocal Fire Protection (Mutual Aid).
4. Fire Numbers: Agencies will share their respective individual fire numbers for cross-referencing purposes.
5. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270



days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the previous Federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

6. Billing Content: Bills will be identified by incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by the following:

- Originals or copies of Fire Time Reports, SF-288
- Summary of travel charges and receipts
- Equipment Use Invoice and Daily Shift Tickets
- Credit card bill, list of purchases
- Cost Share Agreement, when applicable
- Copy of Resource Order

Payment for State resources will be made direct to the appropriate County or local fire service entity identified in the billing. The State will handle billing questions or disputes with the appropriate fire service entity.

7. Billing Addresses: Unless otherwise provided for in the Annual Operating Plan, all bills for services provided to the State will be mailed to the following address:

Kansas State University  
Kansas Forest Service  
2610 Claflin Road  
Manhattan, KS 66502-2798

All bills for services provided to the Forest Service and for all Federal and State units outside Kansas will be mailed to the following address:

USDA Forest Service  
Attn: Regional Accountant  
P.O. Box 25127  
Lakewood, CO 80225

All bills for services provided to the Forest Service units inside Kansas will be mailed to the following address:

USDA Forest Service – PSICC  
Attn: Budget Officer  
2840 Kachina Drive  
Pueblo, CO 81008

All bills for services provided by the State to hosting USDI Agencies within Kansas will be mailed to the following addresses:

Bureau of Reclamation  
Attn: Resources  
203 West 2d Street  
P.O. Box 1607  
Grand Island, NE 68802-1607

National Park Service  
Midwest Field Area  
1709 Jackson Street  
Omaha, NE 68102

US Fish and Wildlife Service  
P.O. Box 25486, DFC  
Denver, CO 80225

Bureau of Indian Affairs  
Southern Plains Region  
P.O. Box 368  
Anadarko, OK 73005

8. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
  9. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
  10. Payments: Payments will refer to the bill number and fire name and will be sent to the appropriate office.
  11. Late Payment Charges: Late payment charges may be waived by the billing agency unless late payment charges are mandated or required by law. An agency may subtract unpaid obligations from bills received by agencies with delinquent payments.
- B. Fire Preparedness, Prevention, Prescribed Fire, and Other Fire Activity Billings:

Agencies may bill one another for preparedness activities and administrative charges may be applied. Billings for preparedness and prevention activities will be addressed in the Annual Operating Plan. Provisions described above pertaining to suppression billing procedures, addresses, payment due dates, obligation



information, and payments also apply to preparedness billings. Billings will outline services performed and include a copy of the Annual Operating Plan.

**34. Examination and Audit:** Agencies shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

## **GENERAL PROVISIONS**

**35. Mutual Sharing of Information:** Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations. A collection point for information will be identified in the AOP.

**36. Accident/Incident Investigations:** Whenever an accident/incident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Assisting Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.

**37. Non-Wildland Fire and Medical Aid Responses:** This Agreement is limited to wildland fire protection and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude Agencies from supporting one another in emergency situations as provided by their respective statutory authority, policies, procedures, or other agreements. In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency and as long as requested resources are available and all other provisions of this agreement are met.

Funding shall be available to reimburse State and other cooperating entities for services provided in response to wildfire and other emergencies or disasters to the extent that authority is provided in the current year appropriation bill and such reimbursements by the Forest Service for non-fire emergencies are fully repaid by the responsible emergency management agency.

Reimbursement for non-wildfire, non-Presidential Disaster Declaration incidents will be negotiated on an incident by incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.



**38. Existing Agreements:** Existing agreements remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into the Annual Operating Plan provided for under this Agreement, and not later than one year after date of execution of this agreement.

**39. Employment Policy:** To the extent permitted by Federal law, when State personnel are suppressing wildland fires after the mutual aid period ends, on lands for which the Federal Agencies are responsible, and at such time when they are specifically assigned to the direct supervision of the Federal Agencies, such State personnel although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and Federal Tort Claims Act in consequence of the performance under this Agreement.

**40. Suppression and Damage Collection:** Nothing in this Agreement shall preclude the Federal Agencies or the State from collecting damages and suppression costs from third parties (civil actions for recovery may be taken independently) under the civil liability provisions of Federal and/or State statutes and/or common law in a manner provided by applicable law.

**41. Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

Agencies will be liable for their own actions during Mutual Aid response or Independent Action.

**42. Third Party Claims:** Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Federal Agencies. This Agreement is for the benefit of the parties only, and may not be enforced by any other person or entity.

The State of Kansas does not waive its sovereign immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with regard to any action related to this agreement.

**43. Amendments Procedure:** The terms of this Agreement may be amended at any time by written mutual consent of all parties hereto.

**44. Civil Rights:** The Agencies shall comply with all local, county, State, and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.



45. **Duration of Agreement:** The term of this Agreement shall commence for each Agency upon the date of the last signature below and shall continue for 5 years, unless terminated earlier, or subject to extension. Agencies that chose not to sign have done so willingly and will not impact the signatory Agencies. Any party shall have the right to terminate their participation in this Agreement upon written notice to all parties.

46. **County and Local Fire Service Entities:** To facilitate the purpose and intent of this Agreement, the State will use its best efforts to establish cooperative fire agreements with the Counties and local fire service entities in Kansas which have local wildland fire responsibilities.

47. **Previous Agreements:** This Agreement replaces the Kansas Interagency Cooperative Fire Management Agreement signed in 2002.

48. **Authorized Representatives:** By signature below, the Agencies certify that the individuals listed in this document as representatives of the Agencies are authorized to act in their respective areas for matters related to this agreement.



THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

STATE OF KANSAS  
KANSAS FOREST SERVICE

USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION

/s/Ray Aslin                      3/21/2007  
State Forester                      Date

/s/Greg Griffith for                      3/26/2007  
Regional Forester                      Date

USDI BUREAU OF INDIAN AFFAIRS  
SOUTHERN PLAINS REGION

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

/s/Dan Deerinwater                      3/27/2007  
Regional Director                      Date

/s/Ernest Quintana                      3/28/2007  
Regional Director                      Date

USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION

USDI BUREAU OF RECLAMATION  
GREAT PLAINS REGION

/s/Richard A. Coleman                      4/10/2007  
Regional Director                      Date

/s/Donald E. Moomaw for                      3/27/2007  
Regional Director                      Date

STATE OF KANSAS  
KANSAS STATE UNIVERSITY

STATE OF KANSAS  
DIVISION OF EMERGENCY MANAGEMENT

/s/Paul Lowe                      3/26/2007  
Assistant Vice Provost/Research                      Date

/s/Joel M. Bunting                      4/5/2007  
Adjutant General                      Date

STATE OF KANSAS  
DEPARTMENT OF WILDLIFE AND PARKS

The authority and format of this instrument has been reviewed and approved for signature.

/s/Michael Hayden                      5/5/2007  
Secretary                      Date

/s/Linda L. Davis                      3/19/2007  
FS Agreements Coordinator                      Date



## EXHIBIT A

### GLOSSARY OF TERMS

**Administrative Costs (Charges):** Any expenses not charged directly to a program, project, or fire. They include general overhead personnel and administrative services. For the State, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

**Agencies:** The parties to this agreement.

**Agency Administrator:** Agency officials who are signatory to this agreement, as follows: Kansas Forest Service, State Forester; Kansas State University, Assistant Vice Provost/Research; Kansas Division of Emergency Management, Adjutant General; Kansas Department of Wildlife and Parks, Secretary; Bureau of Land Management, State Director; Forest Service, Rocky Mountain Region, Regional Forester; Bureau of Indian Affairs, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; Bureau of Reclamation, Regional Director.

**Agency Representative:** An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

**Annual Operating Plan:** An annually updated document authorized by the appropriate officials for implementing the Interagency Cooperative Fire Management Agreement in their respective areas of responsibilities.

**Assisting Agency:** An Agency or organization providing fire suppression or other support and resources to the Protecting Agency.

**Boundary Line Fire:** This includes (i) a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

**Closest Forces Concept:** The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

**Cooperator:** Organized fire forces of other agencies, paid or volunteers, public or private, at the local, municipal, State, or Federal level.



**Cost Share Agreement:** A document prepared between a Federal, State and/or local agencies to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the agencies.

**County:** Employees, elected officials, and appointed officers of a County.

**Direct Protection Area:** That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State or its Counties or by a Federal agency. This may include land protected under exchange or payment for protection.

**Direct Costs:** All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident. Excludes Overhead Costs.

**Draw Down Level:** A minimal level of resources usually available for initial attack to provide coverage for its area of responsibility. This level can change depending on local conditions. In the event that the required resources become unavailable, move up and cover resources will be needed to maintain the draw down level.

**Fire Management:** Activities and programs that include: the use of fire as a resource management tool, and protection of values from unwanted, uncontrolled wildland fire.

**ICS (Incident Command System):** The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event.

**Initial Attack Forces:** Wildland fire suppression resources of agencies initially dispatched to a fire in accordance with a pre-existing Annual Operating Plan or mobilization guide.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Jurisdictional Agency:** The Agency or organization which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

**Move-Up and Cover:** Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

**Mutual Aid:** Assistance provided by an Assisting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and as each may be able to furnish and are documented in the Annual Operating Plan. Sometimes called Reciprocal Fire Protection.



**Overhead Costs:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

**Preparedness:** Activities before fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Agencies.

**Prescribed Fire:** The planned and/or permitted use of fire to accomplish specific land management objectives.

**Prevention:** Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

**Protecting Agency:** The Agency or organization responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

**Protection Area Maps:** Official maps of the Annual Operating Plan.

**Protection Boundaries:** Mutually agreed upon boundaries which identify areas of direct fire protection responsibility and are shown on maps in the Annual Operating Plan.

**Reimbursable (Assistance by Hire):** Fire suppression resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its Annual Operating Plan. Excludes Mutual Aid.

**Resources:** All personnel, items of equipment and aircraft available for assignment of tasks.

**Rocky Mountain Coordinating Group:** A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire activities in Kansas.

**Suppression:** All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Assistant Vice Provost/Research for Kansas State University, Secretary for Department of Wildlife and Parks, Administrator for Division of Emergency Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service, Area Manager for Bureau of Reclamation. May also include a County Commissioner, County Fire Warden, Fire District Board, or Joint Powers Board and/or their respective representative at the local level.



**Values to be Protected:** Include property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.

**Wildland:** Lands with few or no permanent improvements.

**Wildland Fire:** Any non-structural fire that occurs on wildland.

**Wildland Urban Interface (WUI):** Defined as the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

## EXHIBIT B

### ANNUAL OPERATING PLAN OUTLINE GUIDE

The Statewide Annual Operating Plan will be a working document developed annually by the Kansas Interagency Wildfire Council for the purpose of implementing the Interagency Cooperative Fire Management Agreement. The Annual Operating Plan shall become part of the Interagency Cooperative Fire Management Agreement. This Annual Operating Plan covers specific actions and relationships that are best coordinated on a State level for continuity across the State.

The Plan must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing an Operating Plan. The Plan should include these items, where applicable, and follow this format:

1. Plan approvals from authorized Agency representatives with dates
2. Identification of the jurisdictions within the area of the Plan.
3. Authority for Plan, cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies.
4. Purpose of plan, brief narrative
5. Definitions and description of:
  - A. Fire Management Responsibilities and Priorities
  - B. Mutual Aid Response Areas by Dispatch Levels
  - C. Mutual Aid Move up and Cover Facilities
  - D. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures)
  - E. Responsibility for Non-Wildland Fire Emergencies
  - F. Repair of Wildland fire Suppression Damage
6. Fire Protection Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw down levels, and other cooperating agencies.
  - A. Kind (by ICS type; i.e. Crews, Dozers, Engines, etc.)
  - B. Location
  - C. Anticipated Availability Period
  - D. Staffing Levels
  - E. Contact Points and Names
  - F. Fire Caches



7. Protection Area Maps Showing;
  - A. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
  - B. Fire Protection facilities by Agency and location
  - C. Direct Protection Areas
  - D. Mutual Aid Dispatch Areas
  - E. Special Management Consideration Areas
  - F. Date Effective
8. Fire Readiness
  - A. Fire Planning
    1. Preparedness plans
    2. Prevention plans
    3. Prescribed fire plans
  - B. Wildland fire Training Needs and Coordination
  - C. Inspection Schedules
9. Wildland Fire Suppression Procedures
  - A. ICS Use
  - B. Detection Standards
  - C. Relationship with local mobilization guide
  - D. Notification about Fires
  - E. Establishment and Revision of Mutual Aid Dispatch Areas
  - F. Initial Attack Dispatch Levels and their determination
  - G. Dispatching and Resource Order Process
    1. Unified Command
    2. Boundary Fires
  - H. Reinforcements and Support
    1. Move up and Cover Locations and Procedures
  - J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
  - K. Interagency Sharing of Communications Systems and Frequencies
  - L. Wildland Fire Situation Analysis/Delegation of Authority
  - M. State Emergency Fire Fund
  - N. Dispatch Centers or other incident support facilities
  - O. Post incident Action Analysis
  - P. Out of jurisdiction Assignments
    1. Standards
    2. Procedures
10. Aviation Procedures
  - A. Aviation map and narrative
    1. Hazards
    2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
    3. Helispots, dip sites

- 4. Automatic dispatch zones (tied to preparedness planning)
    - 5. Detection routes
    - 6. Foam/retardant restriction areas
  - B. Flight following/frequency management
  - C. CWN aircraft, tactical and support aircraft
  - D. Fixed wing base management
  - E. Single Engine Attack Tanker Bases
  - F. Leadplane/Air Attack Activation
  - G. Aviation Requests and Operations
    - 1. Initial Attack
    - 2. Boundary Fires
    - 3. Wildland Urban Interface
    - 4. Mutual Aid Procedures
    - 5. Air Space Restrictions
  - H. Inspection Schedules
- 11. Fire Prevention
  - A. General Cooperative Activities
  - B. Information and Education
    - 1. Fire Danger Information
      - a. Fire Weather Station Locations
      - b. Data Sharing and Methods
      - c. Fire Danger dissemination
      - d. Fire Prevention Signs
    - 2. Joint or Single Agency Press Releases
    - 3. Smokey Bear Program
    - 4. "Let's Talk Fire" Programs
    - 5. Red Flag Operations
    - 6. Firewise Communities Programs
  - C. Engineering
    - 1. Land Use Planning (wildland urban interface)
    - 2. Defensible space and fuels treatments
    - 3. Railroads and Utilities
  - D. Enforcement
    - 1. Issuing Open Burning and Campfire Permits
    - 2. Restrictions and Closures, (initiating, enforcement, and lifting)
    - 3. Fire Investigations
- 12. Fuel Management and Prescribed Fire Considerations
- 13. Cost Reimbursements
  - A. Non-Reimbursable Items
  - B. Reimbursable items
  - C. Wildland fire Prevention



- D. Wildland fire Readiness
- E. Wildland Fire Suppression
  - 1. Dispatching
  - 2. Initial Attack
  - 3. Mutual Aid
  - 4. Reinforcements
  - 5. Aviation
  - 6. Cost Share Plan
  - 7. Out-of-jurisdiction Assignments
  - 8. Billing Procedures
  - 9. Resource Use Rates

14. General Procedures. How to handle:

- A. Periodic Program Reviews
- B. Annual Updating of the Plan
- C. Changes During Year (due to budget cuts or supplemental funding)
- D. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

- A. Bureau of Reclamation
- B. Kansas Forest Service
- C. USDA Forest Service
- D. Bureau of Indian Affairs
- E. National Park Service
- F. Fish and Wildlife Service
- G. Kansas State University
- H. Kansas Division of Emergency Management
- I. Kansas Department of Wildlife and parks
- J. County
  - 1. Board of Commissioners
  - 2. Sheriff's Department
  - 3. Fire Departments
  - 4. Emergency Manager

## EXHIBIT C

### SAMPLE COST SHARE AGREEMENT

Per the master Kansas Cooperative Fire Management Agreement, the following is the Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME: \_\_\_\_\_

INCIDENT NUMBERS BY AGENCY: \_\_\_\_\_

START DATE AND TIME: \_\_\_\_\_

JURISDICTIONS/CAUSE: \_\_\_\_\_

INCIDENT COMMANDER(S): \_\_\_\_\_

This Cost Share Agreement between \_\_\_\_\_ and \_\_\_\_\_, as prepared under the following authorities provided by:

1. The Interagency Cooperative Fire Management Agreement between the State of Kansas, USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service, and USDI Bureau of Reclamation.

2. \_\_\_\_\_

3. \_\_\_\_\_

Agency Representatives participating in development of Cost Share Agreement:

Agency: \_\_\_\_\_

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**COST SHARE AGREEMENT FOR THE \_\_\_\_\_ INCIDENT**

It is hereby agreed that the cost basis on this Incident will be shared as follows:

---

---

---

---

Rationale used in developing this cost agreement:

---

---

---

---

The following section is optional but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

AGENCY	DIRECT COSTS	AIR/RETARDANT COSTS
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
TOTAL	100%	100%

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods as conditions and fire spread change.

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_



## ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Kansas has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), Assistant State Forester, Fire Management, or State Forester Designate (State), Agency Administrator (BOR), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a County commissioner, County fire warden, fire district board, or joint powers board at the local level.

### **General Guidelines:**

1. Agency budgeted costs normally are not shared.
2. Responsibility for claims are considered to be outside the scope of the cost share Agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

**Method 1:** Cost can be shared proportionately based upon the acreage burned.

**Method 2:** Costs between the agencies can be approximated on a summary of daily estimated incident costs and each agencies, proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

**Method 3:** Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

## Definitions

**Direct Costs:** All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

**Indirect Costs:** All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.



## EXHIBIT D

### DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN FEDERAL AGENCIES AND THE KANSAS FOREST SERVICE

1. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to the Kansas Forest Service.

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Purchase Order	Cooperative Agreement	Purchase Order
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Reclamation	Procurement	Financial Assistance	Procurement
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

2. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to other Federal Agencies.

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement
U.S. Bureau of Reclamation	Interagency Agreement	Interagency Agreement	Interagency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Please enter the type of document(s) required by your Agency to **RECEIVE** monies from other Federal Agencies.

FEDERAL AGENCY SELLER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Reclamation	Interagency Agreement	Interagency Agreement	Interagency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)



